

CONTRACT FOR PUBLIC WORK

THIS AGREEMENT, made and entered into by and between the BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY, State of Indiana, as party of the first part hereinafter called the County and

Milestone Contractors, L.P.

(Name)

3301 S 460 E, Lafayette, IN 47905

(Address)

as party of the second part, hereinafter called the Contractor:

WITNESSETH: That for and in consideration of the mutual covenant herein enumerated, the County does hereby hire and employ the Contractor to furnish all materials, equipment, and labor necessary and to fully construct the work designated as follows:

RECONSTRUCTION OF TIPPECANOE COUNTY ROAD 450 SOUTH AND COUNTY ROAD 500 EAST AT US 52

THE PROPOSED WORK INCLUDES TEMPORARY EROSION CONTROL, MAINTENANCE OF TRAFFIC, EARTHWORK, DRAINAGE STRUCTURES, SUBGRADE TREATMENT, ASPHALT PAVEMENT, COMPACTED AGGREGATE SHOULDERS, RIPRAP, REVEGETATION, TRAFFIC SIGNALS, SIGNING, AND PAVEMENT MARKINGS.

According to plans, standard specifications, profiles, and drawings therefor and supplemental specifications on file in the office of said BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY and any supplemental or special provisions set out or referred to in the Contractor's attached proposal, and hereby agrees to pay the Contractor therefore, for the actual amount of work done and materials in place, as measured by the County Highway Engineer, at the unit prices stated in the Contractor's attached proposal, dated 02/06/2023, which base bid in the amount of \$9,330,654.00 that the Contractor agrees to accept in full payment for such work; and

It is further mutually agreed:

That the accompanying proposal and bond of the Contractor, together with the plans, standard and supplemental specifications and special provisions herein designated and referred to, are hereby made a part of the Contract, the same as if herein fully set forth;

The Contract amounts may be paid to the Contractor upon progress estimates of completed work, prepared by the Engineer, but progress payments shall not exceed ninety percent (90%) of any such estimates, less the total amount of properly prepared and certified statements of indebtedness which shall have been filed against the Contractor for labor performed and materials furnished, or other services rendered in the carrying forward, performing and completing this Contract, and which estimates shall also be subject to the provisions of the Standard Specifications on file in the office of said BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY.

That before any final estimate is paid to the Contractor, he shall furnish receipt for all debts incurred in the prosecution of such work or satisfactory evidence and assurance that the same have been paid; or shall consent to the withholding by the County, from his final estimate, of sums sufficient to cover any such indebtedness, which sums may be held until such indebtedness is settled, or until the expiration of eighteen (18) months, or until the conclusion of any litigation in relation thereto filed within such period; and

That no monies due on this final estimate shall be paid until the work is fully completed and accepted as provided in the specifications nor until at least sixty-one (61) days after the last work and labor were performed and the last material furnished;

That the contract will be completed by the specified calendar date or liquidated damages will be assessed as provided for in the Special Provisions.

Witness our hands this _____
day of _____, 20 ____.

Witness our hands this __21__
day of __February __, 2023.

CONTRACTOR

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

NAME: Milestone Contractors, L.P.

Tracy A. Brown, President

ADDRESS: 3301 S 460 E, Lafayette, IN 47905

Thomas P. Murtaugh, Vice President

BY: 
Kenneth M. Walker, Director of Estimating

David S. Byers, Member



ATTEST:

Jennifer Weston, Auditor

ITEMIZED PROPOSAL
RECONSTRUCTION OF TIPPECANOE COUNTY ROAD 450
SOUTH

Addendum #4 - 02/01/2023

Item No.	Section No.	Description	Quantity	Unit	Unit Price	Item Total
1	105	CONSTRUCTION ENGINEERING	1.00	LS	\$137,700.00	\$137,700.00
2	107	INSPECTION HOLE, DEEPER THAN 3 FT	5.00	EACH	\$750.00	\$3,750.00
3	107	INSPECTION HOLE, 3 FT DEEP OR LESS	5.00	EACH	\$550.00	\$2,750.00
4	110	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$467,000.00	\$467,000.00
5	201	CLEARING RIGHT OF WAY	1.00	LS	\$200,000.00	\$200,000.00
6	203	EXCAVATION, COMMON	54,920.00	CYS	\$30.00	\$1,647,600.00
7	203	DEWATERING	1.00	LS	\$100,000.00	\$100,000.00
8	205	STORMWATER MANAGEMENT BUDGET	107,000.00	DOL	\$1.00	\$107,000.00
9	207	SUBGRADE TREATMENT, TYPE II	594.00	SYS	\$10.00	\$5,940.00
10	207	SUBGRADE TREATMENT, TYPE IC	7,992.00	SYS	\$32.00	\$255,744.00
11	207	SUBGRADE TREATMENT, TYPE IBC	26,054.00	SYS	\$13.00	\$338,702.00
12	211	STRUCTURE BACKFILL, TYPE 1	330.00	CYS		
13	211	STRUCTURE BACKFILL, TYPE 2	4,418.00	CYS	\$45.00	\$198,810.00
14	211	STRUCTURE BACKFILL, TYPE 5	237.00	CYS	\$198.00	\$46,926.00
15	217	DRYING SOILS FOR EMBANKMENT	1,070.00	TON	\$223.00	\$238,610.00
16	301	COMPACTED AGGREGATE NO. 53	5,250.00	CYS	\$70.00	\$367,500.00
17	302	DENSE GRADED SUBBASE	30.00	CYS	\$56.00	\$1,680.00
18	303	COMPACTED AGGREGATE NO. 53	3,637.00	TON	\$45.00	\$163,665.00
19	304	HMA PATCHING PARTIAL DEPTH TYPE C	40.00	TON	\$475.00	\$19,000.00
20	401	QC/QA-HMA, 3, 70, SURFACE, 9.5 mm	2,150.00	TON	\$94.00	\$202,100.00
21	401	QC/QA-HMA, 4, 70, SURFACE, 12.5 mm	225.00	TON		
22	401	QC/QA-HMA, 3, 70, INTERMEDIATE, 19.0 mm	4,873.00	TON	\$82.00	\$399,586.00
23	401	QC/QA-HMA, 3, 64, BASE, 19.0 mm	12,325.00	TON	\$81.00	\$998,325.00
24	401	JOINT ADHESIVE, SURFACE	11,315.00	LFT	\$0.50	\$5,657.50
25	401	JOINT ADHESIVE, INTERMEDIATE	11,315.00	LFT	\$0.60	\$6,789.00
26	401	LIQUID ASPHALT SEALANT	11,315.00	LFT	\$0.30	\$3,394.50
27	406	ASPHALT FOR TACK COAT	35.00	TON	\$10.00	\$350.00
28	501	QC/QA-PCC, THIN BONDED OVERLAY, 5 IN.	175.00	SYS	\$125.00	\$21,875.00
29	506	PCCP PATCHING, FULL DEPTH	175.00	SYS	\$315.00	\$55,125.00
30	601	IMPACT ATTENUATOR	2.00	EACH		
31	603	FENCE WOOD	641.00	LFT	\$86.00	\$55,126.00
32	610	HMA FOR APPROACHES, TYPE B	121.00	TON	\$170.00	\$20,570.00
33	616	RIPRAP, CLASS 1	315.00	TON		
34	616	GEOTEXTILE FOR RIPRAP TYPE 2A	381.00	SYS	\$5.00	\$1,905.00
35	621	FERTILIZER	7.00	TON	\$905.00	\$6,335.00
36	621	SEED MIXTURE R	3,187.00	LBS	\$6.00	\$19,122.00
37	621	TOPSOIL	2,599.00	CYS	\$30.00	\$77,970.00
38	714	STRUCTURE, REINFORCED CONCRETE, BOX SECTIONS, 4 FT X 3 FT	95.00	LFT	\$550.00	\$52,250.00
39	714	STRUCTURE, REINFORCED CONCRETE, BOX SECTIONS, 5 FT. X 3 FT.	92.00	LFT	\$650.00	\$59,800.00
40	715	PIPE, TYPE 1, CIRCULAR, 12 IN.	63.00	LFT	\$140.00	\$8,820.00

Item No.	Section No.	Description	Quantity	Unit	Unit Price	Item Total
41	715	PIPE, TYPE 1, CIRCULAR, 15 IN.	323.00	LFT	\$150.00	\$48,450.00
42	715	PIPE, TYPE 1, CIRCULAR, 24 IN.	55.00	LFT	\$175.00	\$9,625.00
43	715	PIPE, TYPE 1, CIRCULAR, 30 IN.	186.00	LFT	\$195.00	\$36,270.00
44	715	PIPE, TYPE 2, CIRCULAR, 12 IN.	543.00	LFT	\$140.00	\$76,020.00
45	715	PIPE, TYPE 2, CIRCULAR, 15 IN.	66.00	LFT	\$150.00	\$9,900.00
46	715	PIPE, TYPE 2, CIRCULAR, 30 IN.	2,217.00	LFT	\$450.00	\$997,650.00
47	715	PIPE, TYPE 3, CIRCULAR, 15 IN.	150.00	LFT	\$150.00	\$22,500.00
48	715	PIPE, TYPE 3, CIRCULAR, 24 IN.	100.00	LFT	\$175.00	\$17,500.00
49	715	PIPE END SECTION, DIAMETER 12 IN.	10.00	EACH	\$1,000.00	\$10,000.00
50	715	PIPE END SECTION, DIAMETER 15 IN.	13.00	EACH	\$1,100.00	\$14,300.00
51	715	PIPE END SECTION, DIAMETER 24 IN.	6.00	EACH	\$2,000.00	\$12,000.00
52	715	PIPE END SECTION, DIAMETER 30 IN.	6.00	EACH	\$6,000.00	\$36,000.00
53	720	INLET, F7	1.00	EACH	\$3,500.67	\$3,500.67
54	720	INLET, P12A	8.00	EACH	\$5,000.00	\$40,000.00
55	720	MANHOLE, C4	1.00	EACH		
56	720	MANHOLE, J	8.00	EACH		
57	720	MANHOLE, J4	8.00	EACH	\$8,400.00	\$67,200.00
58	801	MAINTAINING TRAFFIC	1.00	LS	\$200,000.00	\$200,000.00
59	801	TEMPORARY TRAFFIC BARRIER, TYPE 2	5,400.00	LFT	\$45.00	\$243,000.00
60	805	TRAFFIC SIGNAL INSTALLATION	2.00	EACH		
61	806	SIGNING	1.00	LS		
62	808	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	17,109.00	LFT		
63	808	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSHATCH LINE, YELLOW 12 IN.	460.00	LFT		
64	808	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSHATCH LINE, WHITE, 12 IN.	200.00	LFT		
65	808	LINE, MULTI-COMPONENT, SOLID, WHITE, 6 IN.	3,388.00	LFT	\$1.05	\$3,557.40
66	808	LINE, MULTI-COMPONENT, SOLID, YELLOW, 6 IN.	204.00	LFT	\$1.05	\$214.20
67	808	PAVEMENT MESSAGE MARKINGS MULTI-COMPONENT LANE INDICATION AR ROW	18.00	EACH		
68	808	LINE, THERMOPLASTIC, DOTTED, WHITE, 12 IN.	148.00	LFT	\$4.21	\$623.08
69	808	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	12,898.00	LFT	\$1.05	\$13,542.90
70	808	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	280.00	LFT	\$9.00	\$2,520.00
71	808	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	32.00	EACH	\$115.00	\$3,680.00
72	802	SIGN, SHEET, WITH LEGEND, 0.080 IN.	203.00	SFT	\$24.00	\$4,872.00
73	802	SIGN, SHEET, WITH LEGEND, 0.125 IN.	54.00	SFT		
74	805	SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	4.00	EACH	\$4,105.00	\$16,420.00
75	805	HANDHOLE SIGNAL TYPE 1	10.00	EACH	\$1,579.00	\$15,790.00
76	805	CONTROLLER AND CABINET, P1	1.00	EACH	\$19,473.00	\$19,473.00
77	805	CONDUIT, HDPE, 2 IN. SCHEDULE 40	0.00	LFT		
78	805	CELLULAR MODEM KIT	1.00	EACH	\$2,632.00	\$2,632.00
79	805	CONDUIT, HDPE, 2 IN. SCHEDULE 80	2,100.00	LFT	\$19.00	\$39,900.00
80	805	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	12.00	EACH	\$948.00	\$11,376.00

Item No.	Section No.	Description	Quantity	Unit	Unit Price	Item Total
81	805	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	2.00	EACH	\$1,138.00	\$2,276.00
82	805	SPAN, CATENARY, AND TETHER	4.00	EACH	\$3,895.00	\$15,580.00
83	805	DISCONNECT HANGER	4.00	EACH	\$482.00	\$1,928.00
84	805	SIGNAL SERVICE	1.00	EACH	\$1,368.00	\$1,368.00
85	805	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	50.00	LFT	\$5.00	\$250.00
86	805	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GA	4,350.00	LFT	\$1.00	\$4,350.00
87	805	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	550.00	LFT	\$2.90	\$1,595.00
88	805	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	350.00	LFT	\$3.20	\$1,120.00
89	805	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA	1,100.00	LFT	\$3.70	\$4,070.00
90	805	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	5,200.00	LFT	\$1.90	\$9,880.00
91	805	SIGNAL DETECTOR HOUSING	14.00	EACH	\$1,263.00	\$17,682.00
92	805	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	1,550.00	LFT	\$11.00	\$17,050.00
93	805	CONTROLLER CABINET FOUNDATION, P1	1.00	EACH	\$1,421.00	\$1,421.00
94	805	SIGNAL POLE, STEEL STRAIN, 36 FT	4.00	EACH	\$11,578.00	\$46,312.00
95	805	LOOP DETECTOR DELAY AMPLIFIER, 2 CHANNEL	8.00	EACH	\$526.00	\$4,208.00
96	202	TESTING FOR ASBESTOS	3.00	EACH	\$421.00	\$1,263.00
97	202	HOUSES AND BUILDINGS, REMOVE, PARCEL NO. 3	1.00	LS	\$125,000.00	\$125,000.00
98	202	SIGN, REMOVE	18.00	EACH	\$158.00	\$2,844.00
99	203	BORROW, CLAY LINERS	10,510.00	CYS		
100	207	SUBGRADE TREATMENT, TYPE ID	333.00	SYS	\$55.00	\$18,315.00
101	214	PAVEMENT FOUNDATION IMPROVEMENT	7,816.00	SYS		
101	214	PAVEMENT FOUNDATION IMPROVEMENT	3,244.00	CYS	\$100.00	\$324,400.00
102	615	MONUMENT SECTION CORNER INSTALL	1.00	EACH	\$805.00	\$805.00
103	615	RIGHT-OF-WAY MARKER	52.00	EACH	\$210.00	\$10,920.00
104	615	MONUMENT, B	18.00	EACH	\$910.00	\$16,380.00
105	616	RIPRAP, REVETMENT	391.00	TON	\$118.00	\$46,138.00
106	621	MULCHING MATERIAL	32.00	TON	\$627.00	\$20,064.00
107	702	TEMPORARY SHORING	1.00	LS	\$35,000.00	\$35,000.00
108	715	PIPE END SECTION, PRECAST CONCRETE, 12 IN, MODIFIED	1.00	EACH	\$2,500.00	\$2,500.00
109	715	PIPE, TYPE 1, CIRCULAR, 18 IN.	10.00	LFT	\$240.00	\$2,400.00
110	715	PIPE, TYPE 3, CIRCULAR, 12 IN.	227.00	LFT	\$104.00	\$23,608.00
111	715	PIPE EXTENSION, CIRCULAR, 15 IN., RCP	12.00	LFT	\$160.00	\$1,920.00
112	715	PIPE END SECTION, PRECAST CONCRETE, 30 IN, MODIFIED	1.00	EACH	\$9,500.00	\$9,500.00
113	720	CATCH BASIN, E7, MODIFIED	1.00	EACH	\$4,000.00	\$4,000.00
114	801	ENERGY ABSORBING TERMINAL, CZ, TL-2	2.00	EACH	\$8,000.00	\$16,000.00
115	802	SIGN, SHEET, WITH LEGEND, 0.100 IN.	95.00	SFT	\$26.00	\$2,470.00
116	802	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	88.00	LFT	\$25.00	\$2,200.00
117	802	SIGN, DOUBLE-FACED, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	21.00	SFT	\$32.00	\$672.00
118	802	SIGN, DOUBLE-FACED, SHEET, WITH LEGEND, 0.125 IN. THICKNESS	54.00	SFT		
119	802	SIGN POST, U CHANNEL, TYPE 1-A	231.00	LFT	\$18.00	\$4,158.00
120	202	PAVEMENT REMOVAL	670.00	SYS	\$35.00	\$23,450.00

Item No.	Section No.	Description	Quantity	Unit	Unit Price	Item Total
121	401	QC/QA-HMA, 3, 70, SURFACE, 12.5 mm	865.00	TON	\$97.00	\$83,905.00
122	621	EROSION CONTROL BLANKET	12,925.00	SYS	\$2.60	\$33,605.00
123	621	MULCHING MATERIAL	32.00	TON		
124	720	MANHOLE, C4 MODIFIED	1.00	EACH	\$7,000.00	\$7,000.00
125	720	INLET, P12A MODIFIED	1.00	EACH	\$5,000.00	\$5,000.00
126	801	ENERGY ABSORBING TERMINAL, CZ, TL-2	2.00	EACH		
127	802	SIGN, SHEET, WITH LEGEND, 0.125 IN.	54.00	SFT	\$27.00	\$1,458.00
128	808	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW 12 IN.	499.00	LFT	\$4.25	\$2,120.75
129	808	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, WHITE, 12 IN.	116.00	LFT	\$4.25	\$493.00
130	808	LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.	1,734.00	LFT	\$1.50	\$2,601.00
131	808	LINE, THERMOPLASTIC, SOLID, YELLOW, 6 IN.	2,238.00	LFT	\$1.50	\$3,357.00
132	402	HMA FOR TEMPORARY PAVEMENT, C	85.00	TON	\$282.00	\$23,970.00
133	801	ROAD CLOSURE SIGN ASSEMBLY	6.00	EACH	\$316.00	\$1,896.00
134	801	DETOUR ROUTE MARKER ASSEMBLY	46.00	EACH	\$115.00	\$5,290.00
135	801	CONSTRUCTION SIGN, A	13.00	EACH	\$161.00	\$2,093.00
136	801	BARRICADE, III-B	72.00	LFT	\$25.00	\$1,800.00
TOTAL BASE BID						\$9,273,679.00

Alternate No. 1: The price for Alternate 1 shall represent the addition or deduction for substituting QC/QA-HMA-SMA for the QC/QA-HMA surface course for all mainline pavement on lines PR-B, PR-S-3-A, PR-S-4-A, and S-5-A. Additions shall be shown without parentheses, and deductions shall be shown with parentheses: \$X.XX for Addition (\$X.XX) for Deduction

A1	401/410	QC/QA-HMA, 3, 76, SURFACE, 9.5 mm, SMA	2,150.00	TON	\$26.50	\$56,975.00
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Alternate No. 2: The price for Alternate 2 shall represent the addition of BORROW, CLAY LINER for Basin 1 and Basin 2. The additional price of this item is to include the clay and additional excavation needed to provide this substitution. Additions shall be shown without parentheses: \$X.XX for Addition

A2	203	BORROW, CLAY LINER	10,510.00	CYS	\$142.00	\$1,492,420.00
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Alternate No. 3: The price for Alternate 3 shall consist of adding a 30 mil thick PVC pond liner topped with 1 foot of soil for Basin 1 and Basin 2. The additional price of this item is to include the liner and additional excavation and fill placement needed to provide this substitution. Additions shall be shown without parentheses: \$X.XX for Addition

A3	203	30 mil. THICK PVC POND LINER	15,760.00	SYS	\$100.00	\$1,576,000.00
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SUBMITTED BY:

CONTRACTOR NAME: Milestone Contractors, L.P.

AUTHORIZED SIGNATURE:

Kent M. Walker

DATE: 2/6/2023

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

ADDENDUM NO: 1 DATED: 1/11/2023 ADDENDUM NO: 3 DATED: 1/27/2023
 ADDENDUM NO: 2 DATED: 1/12/2023 ADDENDUM NO: 4 DATED: 2/1/2023



SECTION IV CONTRACTOR'S NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at LAFAYETTE, INDIANA this 6TH day of FEBRUARY, 2023

MILESTONE CONTRACTORS L.P. BY
CONTRACTORS UNITED, INC - GENERAL PARTNER

(Name of Organization)

By

Kenneth M. Walker

KENNETH M. WALKER, DIRECTOR OF ESTIMATING

(Title of Person Signing)



ACKNOWLEDGMENT

STATE OF INDIANA)

)ss:

COUNTY OF)

TIPPECANOE

Before me, a Notary Public, personally appeared the above-named Kenneth M. Walker and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 6TH day of FEBRUARY, 2023.

Kristen Koski

Notary Public
KRISTEN KOSKI

My Commission Expires: AUGUST 9, 2030

County of Residence: WHITE





PART I

(To be completed for all bids. Please type or print)

Date: FEBRUARY 6, 2023

- | | | |
|----|----------------------------------|--|
| 1. | Governmental Unit (Owner): | <u>BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY</u> |
| 2. | County: | <u>TIPPECANOE</u> |
| 3. | Bidder (Firm): | <u>MILESTONE CONTRACTORS, L.P.</u> |
| | Address: | <u>3301 SOUTH CR 460 EAST</u> |
| | City/State: | <u>LAFAYETTE, INDIANA 47905</u> |
| 4. | Telephone Number: | <u>(765) 772-7500</u> |
| 5. | Agent of Bidder (if applicable): | <u>KENNETH M. WALKER</u> |

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY

(Governmental Unit) in accordance with plans and specifications prepared by AMERICAN STRUCTUREPOINT INC.

_____ and dated 12/23/2022 for the sum of
SEE ATTACHED BID PROPOSAL \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of the units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this 21 day of February, 2023, subject to the following conditions: _____

Contracting Authority Members:

Tracy A. Brown, President

Thomas P. Murtaugh, Vice President

David S. Byers, Member

Attest: Jennifer Weston, Auditor

PART II

(For projects of \$150,000 or more – (IC 36-1-12-4))

Governmental Unit: BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY

Bidder (Firm): MILESTONE CONTRACTORS, L.P.

Date (month, day, year): FEBRUARY 6, 2023

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

- What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$10,581,114.26	BRIDGE CONSTRUCTION	2022	INDIANA DEPARTMENT OF TRANSPORTATION, B-39898-A. 5333 HATFIELD RD., FORT WAYNE, IN
\$2,750,495.00	ROAD CONSTRUCTION	2022	CITY OF INDIANAPOLIS, ST-13-601 1200 MADISON AVE., SUITE 200, INDIANAPOLIS, IN
\$5,220,736.56	BRIDGE CONSTRUCTION	2022	INDIANA DEPARTMENT OF TRANSPORTATION, B-40607-A. 415 BOYD, LAPORTE, IN
\$13,184,000.00	ROAD CONSTRUCTION	2022	CITY OF BLOOMINGTON UTILITIES, JORDAN RIVER STORM CULVERT 600 E MILLER DRIVE, BLOOMINGTON, IN

- What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$158,813,703.00	ROAD CONSTRUCTION	2024	INDIANA DEPARTMENT OF TRANSPORTATION, R-41501-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$17,514,700.00	ROAD CONSTRUCTION	2023	INDIANA DEPARTMENT OF TRANSPORTATION, R-39825-B, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$24,795,000.00	ROAD CONSTRUCTION	2024	INDIANA DEPARTMENT OF TRANSPORTATION, B-40439-A, 185 AGRICO LANE, SEYMOUR, IN
\$26,447,421.16	BRIDGE & ROAD CONSTRUCTION	2025	INDIANA DEPARTMENT OF TRANSPORTATION, B-43508-A. 5333 HATFIELD RD., FORT WAYNE, IN

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.

<u>FORCE CONSTRUCTION, INC..</u>	<u>BOWEN ENGINEERING CORPORATION</u>
<u>WEDDLE BROTHERS</u>	<u>PETERSON COMPANY</u>
<u>F.A. WILHELM CONSTRUCTION CO., INC.</u>	<u>REID HEALTH</u>
<u>J.R. KELLY COMPANY</u>	<u>SMARRELLI GENERAL CONTRACTORS</u>

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1 Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

WORK TO BE ASSIGNED TO A GENERAL SUPERINTENDENT WHO WILL HAVE DAY TO DAY RESPONSIBILITIES OF THE JOB.

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

SEE ATTACHED SUPPLEMENTAL

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

TO BE SUBMITTED UPON AWARD OF CONTRACT

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

SEE ATTACHED EQUIPMENT LIST. THE EQUIPMENT UTILIZED WILL BE THAT NECESSARY TO COMPLETE THE JOB.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

YES WE HAVE RECEIVED OFFERS

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SEE ATTACHED FINANCIAL STATEMENT

BID OF

MILESTONE CONTRACTORS, L.P. (Contractor)

3301 SOUTH CR 460 EAST (Address)

LAFAYETTE, INDIANA 47905

FOR

PUBLIC WORKS PROJECTS

OF

BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY

RECONSTRUCTION OF TIPPECANOE COUNTY ROAD 450 SOUTH

AND COUNTY ROAD 500 EAST AND US 52

Filed FEBRUARY 6TH, 2023

Action Taken

Bidder Name: Milestone Contractors, L.P. Address (principal place of business): 3301 S 460 E Lafayette, IN 47905	Surety Name: Continental Casualty Company Address (principal place of business): 151 N. Franklin Street Chicago, IL 60606
Owner Board of Commissioners of Name: Tippecanoe County Address (principal place of business): 20 North Third Street Lafayette, IN 47901	Bid Project (name and location): Reconstruction of Tippecanoe County Road 450 South and County Road 500 East at US 52 Bid Due Date: February 6, 2023
Bond Penal Sum: 5% Five Percent of the Amount Bid Date of Bond: February 6, 2023 Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Milestone Contractors, L.P. By Contractors United, Inc. - General Partner By: <u>Kenneth M. Walker</u> (Full formal name of Bidder) (Signature) Name: <u>Kenneth M. Walker</u> (Printed or typed) Title: <u>Director of Estimating</u> Attest: <u>Kristen Koski</u> (Signature) Name: <u>Kristen Koski</u> (Printed or typed) Title: <u>Estimating Support</u>	Surety Continental Casualty Company By: <u>Angela M. Riley</u> (Full formal name of Surety) (Corporate Seal) (Signature) (Attach Power of Attorney) Name: <u>Angela M. Riley</u> (Printed or typed) Title: <u>Attorney-In-Fact</u> Attest: <u>Hannah Collantes</u> (Signature) Name: <u>Hannah Collantes</u> (Printed or typed) Title: <u>Executive Assistant/Office Manager</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Angela M. Riley , Individually

of Indianapolis, IN , their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond

Principal: Milestone Contractors, L.P.

Obligee: Board of Commissioners of Tippecanoe County

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.



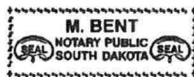
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 6th day of February, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson

Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

The attached **Bid Bond from Milestone Contractors, LP for 450 S Reconstruction Project** is approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this 21 day of February, 2023

Tracy A. Brown, President

Thomas P. Murtaugh, Vice President

David S. Byers, Member

Constituting the Board of Commissioners of the County of Tippecanoe, in the State of Indiana.

Attest: _____
Jennifer Weston, Auditor